

UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/709,879	06/03/2004	Domenic Belcastro	BEL 0117 PUS 3878	
27256 7	590 03/17/2006		EXAMINER	
ARTZ & ARTZ, P.C.			NGO, LIEN M	
28333 TELEGRAPH RD. SUITE 250		ART UNIT	PAPER NUMBER	
SOUTHFIELD, MI 48034			3754	

DATE MAILED: 03/17/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	Applicant(s)		
	10/709,879	BELCASTRO, DOMENIC		
Office Action Summary	Examiner	Art Unit		
	LIEN TM NGO	3754		
The MAILING DATE of this communication app Period for Reply	ears on the cover sheet with the c	orrespondence address		
A SHORTENED STATUTORY PERIOD FOR REPLY WHICHEVER IS LONGER, FROM THE MAILING DA - Extensions of time may be available under the provisions of 37 CFR 1.13 after SIX (6) MONTHS from the mailing date of this communication. If NO period for reply is specified above, the maximum statutory period was provided to reply within the set or extended period for reply will, by statute, Any reply received by the Office later than three months after the mailing earned patent term adjustment. See 37 CFR 1.704(b).	ATE OF THIS COMMUNICATION 36(a). In no event, however, may a reply be tim will apply and will expire SIX (6) MONTHS from cause the application to become ABANDONE	lely filed the mailing date of this communication. D (35 U.S.C. § 133).		
Status				
1) Responsive to communication(s) filed on 29 De	ecember 2005.			
2a) ☐ This action is FINAL . 2b) ☐ This	action is non-final.			
3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is				
closed in accordance with the practice under E	x parte Quayle, 1935 C.D. 11, 45	53 O.G. 213.		
Disposition of Claims				
4) ☐ Claim(s) 1-22 is/are pending in the application. 4a) Of the above claim(s) is/are withdraw 5) ☐ Claim(s) is/are allowed. 6) ☐ Claim(s) 1-22 is/are rejected. 7) ☐ Claim(s) is/are objected to. 8) ☐ Claim(s) are subject to restriction and/or	vn from consideration.	·		
Application Papers				
9) The specification is objected to by the Examine 10) The drawing(s) filed on is/are: a) access applicant may not request that any objection to the Replacement drawing sheet(s) including the correct 11) The oath or declaration is objected to by the Examine	epted or b) objected to by the Eddrawing(s) be held in abeyance. See ion is required if the drawing(s) is obj	e 37 CFR 1.85(a). lected to. See 37 CFR 1.121(d).		
Priority under 35 U.S.C. § 119				
12) Acknowledgment is made of a claim for foreign a) All b) Some * c) None of: 1. Certified copies of the priority documents 2. Certified copies of the priority documents 3. Copies of the certified copies of the priority application from the International Bureau * See the attached detailed Office action for a list	s have been received. s have been received in Applicati ity documents have been receive ı (PCT Rule 17.2(a)).	on No ed in this National Stage		
Attachment(s) 1) Notice of References Cited (PTO-892)	4) Interview Summary			
Notice of Draftsperson's Patent Drawing Review (PTO-948) Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08) Paper No(s)/Mail Date Relept and Trademark Office.	Paper No(s)/Mail Da 5) Notice of Informal P 6) Other:	ate Patent Application (PTO-152)		
s Faneor and Trademark Colice				

DETAILED ACTION

Claim Rejections - 35 USC § 102

1. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless -

- (b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.
- Claims 1-3, 5-11, 13-18 and 20-22 are rejected under 35 U.S.C. 102(b) as being 2. anticipated by Hestehave et al. (5,118,014). Hestehave et al., disclose in figs. 1 and 3-6, a lid assembly comprising a cap having a handle 12, a top face 15, a sip port and vent port 13 integrally formed in the top face; a release lever 20 detachably pivotally coupled to the cap about a pivot point (21,16) and movable between a sealed configuration and an unsealed configuration, said release having a thumb pad 22 on a first side of the pivot point and a sip plug 24 and a vent plug 24 on a second side of the pivot point, the second side of the release lever is generally fork-shaped or substantially crescentshaped (see figs. 5 and 6) having two arms, where the vent plug and sip plug each extend from the distal end of the one of each arm, the sip plug sealing the sip port independently of the vent plug sealing the vent port; and a biasing mechanism (spring) 25 operatively couple to the cap and the release lever to urge the lever to the sealed configuration, whereby the unsealed configuration is achieved by applying force between the thumb pad and the self-gripping handle (see col. 3, lines 43-49). The spring is integral with the cap 10 and the release lever 20 (examiner notes that "integral"

Application/Control Number: 10/709,879

Art Unit: 3754

meant "formed as an unit with another part" or "composed of integral parts in the Merriam Webster's Collegiate Dictionary).

Claim Rejections - 35 USC § 103

- 3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
 - (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.
- 4. Claims 1-3, 5-11, 13-18 and 20-22 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hestehave. To the degree it can be argued that "integral form" is "one piece form", therefore, Hestehave does not disclose the release level being one-piece form with a spring and a thumb pad. It would have been obvious to have having ordinary skill in the art at the time the invention was made to make the spring and the thumb pad in the Hestehave invention in one piece, since it has been held that forming one piece of article which has formerly been formed in two pieces and put together involves only routine skill in the art. Howard v. Detroit Stove Works, 150 U.S 164 (1893).
- 5. Claims 4, 12 and 19 rejected under 35 U.S.C. 103(a) as being unpatentable over Hestehave in view of Eger et al. (5,222,623).

Eger teaches a lower portion of a lid having a detachable snap-fit engagement for coupling to a container.

Therefore, it would have been obvious to one having ordinary skill in the art at the time the invention was made to make the lower portion of the Hestehave lid Application/Control Number: 10/709,879 Page 4

Art Unit: 3754

with a detachable snap-fit engagement for quickly coupling and removing the lid with the container.

Response to Arguments

6. Applicant's arguments filed 12/29/05 have been fully considered but they are not persuasive as pointed out in the rejections above.

Conclusion

7. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to LIEN TM NGO whose telephone number is 571-272-4545. The examiner can normally be reached on Monday through Friday from 8:30 AM -6:00 PM.

Application/Control Number: 10/709,879 Page 5

Art Unit: 3754

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, MICHAEL MAR can be reached on 571-272-4906. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

LIEN TM NGO Primary Examiner Art Unit 3754

March 15, 2006

mhin

\'in-star\ n [NL, fr. L, equivalent] (1895): a stage in the

ad of implied: RATHER (longed—ion a quete country line) and of \(\chi_1\)*ste-do(v), 'sti-\ prep [ME in sted of] (13c): in substitute for or alternative to \(\chi_1\) vin-stepp \(n \) 15c \(\chi_1\) 1: the arched middle portion of the n front of the ankle joint; esp: its upper surface 2: the provided of the provided in the provided

inheritable and unalterable tendency of an organic lex and specific response to environmental stimuli riceson b: behavior that is mediated by reactions be slevel — in-stine-tu-al \in-stin(k)-ch-a-wal, challent-tu-al-ly adv inct \in-stin(k)-tin-\in-stin(k

the present value of a quantity under observation b: an electrical mechanical device used in navigating an airplane; esp: such a device as the sole means of navigating syn see IMPLEMENT in score for musical performance: ORCHESTRATE 3: to equip with summents esp. for measuring and recording data (an instrumented) (accordit)

arramen-tal \in(t)-stra-men-t?\ adj (14c)

constitution of n (1938): a landing made with limited visibility of instruments and by ground radio direction panel n (1922): a panel on which instruments are

of instruments and by ground radio direction

at panel n (1922): a panel on which instruments are

the panel n (1922): a panel on which instruments are

the panel n (1922): a panel on which instruments are

the panel n (1922): a panel on which instruments are

the panel n (1922): a panel on which instruments are

the panel n (1922): a panel on which instruments in substantial n (1922): a panel n (1922):

the panel n (1922): a panel n (1922): a panel n (1922): a panel n (1922):

the panel n (1922): a panel n (19

Itemething that is insufficient or falls short of expectional content of the sufficient of the suffici

(1798) 1. a: the action of insulating the conductors of the conduc

me of an electrical insulation.

In the conductors

Control of Langerhans), fr. L. is
constant in the conductors

Control of Langerhans), fr. L. is
constant in the conductors

Control of diabetes mellitus

Contro

A property of the spring sprin

ne passed over. MHO II MP fr.

in-sur-able \in-'shur-a-bol\ adt (1810): that may be insured — in-si abil-i-ty \-,shur-a-bi-la-te\ n - in-sur-ance \in-'shur-a-n(t)s also 'in-\ n (1651) 1 a: the business

lin-sur-ance \in-'shur-an(t)s also 'in-\ n (1651) 1 a: the business insuring persons or property b: coverage by contract whereby o party undertakes to indemnify or guarantee another against loss by specified contingency or peril c: the sum for which something insured 2: a means of guaranteeing protection or safety (the contract syour - against price changes)
insurance adj (1954): being a score that adds to a team's lead at makes it impossible for the opposing team to tie the game with its ne score (~ run)

makes it impossible for the opposing cannot be the game with score (~ run) in-sured; in-sur-ing [ME, to assure, prob. alter of assuren] w (1635) 1: to provide or obtain insurance on or for to make certain esp. by taking necessary measures and precaution wi: to contract to give or take insurance syn see ENSURE insured n (1681): a person whose life or property is insured in-sur-er \in-shur-ar\ n (1654): one that insures; specif: an insurance underwriter

in-sur-gence \in-\(\frac{1}{5}\)er-j\(\frac{1}{5}\)er n (1847): an act or the action of bein

in-sur-gence \in-\sar-jan(t)s\ n (1847): an act or the action of bein in-sur-gence \in-\sar-jan(t)s\ n (1847): an act or the action of bein insurgent: INSURRECTION
in-sur-gency \in-\jan(t)-s\ n, pl-cies (1803) 1: the quality or state of being insurgent; specif: a condition of revolt against a government that is less than an organized revolution and that is not recognized as belligerency 2: INSURGENCE
in-sur-gent \in-\jan(t)-insur-gent-insurgens, prp. of insurgere to risk
up. fr. in- + surgere to risk—more at SURGE (1765) 1: a person who revolts against civil authority or an established government; esp: a policies and decisions of one's own political party
insurgent adj (1814): rising in opposition to civil authority or established leadership: REBELLIOUS—in-sur-gent-ly adv
in-sur-mount-able \in(t)-sor-maûn-t-b-b)\adj (1690): incapable of \in-being surmounted: INSUPERABLE \(\sigma \text{ problems} \)—in-sur-mount-ably
\(\sigma \text{ log of the log of the

a: physically virginal b: not castrated syness \(\frac{1}{2}\) tak(t)-nos\(\frac{n}{n}\) in-tal-(j)\(\frac{n}{n}\), \(\frac{1}{2}\)-(i-tal)\(\frac{n}{n}\), \(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\), \(\frac{1}{2}\)-(i-tal)\(\frac{n}{n}\), \(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\), \(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal)\(\frac{n}\)-(i-tal)\(\frac{n}{n}\)-(i-tal) 2: something (as a gem) carved in



intaglio
intaglio
intaglio
intake \in-tāk\ n (15c) 1: an opening
through which fluid enters an enclosure 2 a: a taking in b (1)
: the amount taken in (2): something (as energy) taken in: INPUT
in-tan-gi-ble \(\), in-\tan-j-bol\ adj \(\) For ML; F, fr. ML intangibilis fr.
in-tan-gi-bli-i-ty\, tan-j-bol\ adj \(\) or ML; F, fr. ML intangibilis fr.
in-tan-gi-bli-i-ty\, tan-j-bol\ adj \(\) in tan-gible: IMPAPABLE
bol-nos\ n — in-tan-gi-bly\, bol\ adj
intangible n (1914): something intangible; specif: an asset (as good-will) that is not corporeal

*Intangible n (1914): something intangible; specy: an asset (as good-will) that is not corporeal
in-tar-sia vin-tar-se-\n n [G, modif. of It intarsio] (1867) 1: a mosaic
usu. of wood fitted into a support: also: the art or process of making
such a mosaic
2: a colored design knitted on both sides of a fabric (as

lol abut '19 kitten, P table \or\ further \a\ ash \\a\ ace \\a\ mop, mar \a\) out \\chi\ chin \e\ bet \\e\ easy \\g\ go, \i\ hit \\\\ i\ ce \\\ j\ bot *\0\ sing \6\ go: \6\ law \6i\ boy \th\ thin \th\ the \ii\ loot \ii\ foot Wyer \zh\ vision \a, k, a, cc, cc, uc, tE, \\\\\ see Guide to Pronunciation